

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR THE INFORMATION
TECHNOLOGY DEPARTMENT***

REQUEST FOR PROPOSALS:

**VOICE OVER IP MIGRATION PROJECT
*RFP #15-55***

Proposal Due Date: January 29, 2015 at 11:00 A.M.

**JANUARY 2015
Setti D. Warren, Mayor**

CITY OF NEWTON

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END OF SECTION

CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #15-55

This City of Newton Request For Proposals (RFP) invites sealed proposals from Contractors for

VOICE OVER IP MIGRATION PROJECT

Proposals will be received until **11:00 a.m., Thursday, January 29, 2015**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at the City's website: www.newtonma.gov/bids after: **10:00 a.m., January 15, 2015**. Proposers are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids . Proposers are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. 15-55) they have downloaded.

It is the City's intention to upgrade its voice over IP communication system in phases as opportunity and funds allow. The initial term of the contract shall coincide with the first phase and shall extend for one (1) year from the date of contract execution. The City shall have the option, at its sole discretion, **to renew the contract for two (2) additional phases with terms of one (1) year each**, with no change in the contract price or terms and conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.

The descriptions of the hardware, software and licensing solicited in this RFP is described in the Scope of Services below. This Scope of Services shall define the winning proposer's obligations to the City under its contract.

As this is an RFP, proposers shall submit a technical, or non-price proposal, which includes everything responsive to this RFP except the proposed contract price, and a price proposal. There is no specific form for the technical proposal, although it should be responsive to all information requested in the RFP. The price proposals shall be submitted on the Price Proposal #15-55 form included in this RFP.

All proposals shall be submitted as (i) for the technical proposal, one ORIGINAL and six (6) COPIES and (ii) for the price proposal, ONE COPY. In addition, a digital DVD copy of the technical proposal is requested, but not required. Proposers' attention is directed to the requirements of the City's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are available on the Purchasing Department's web page. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids . It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you are requested to email the Purchasing Department (purchasing@newtonma.gov) the Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. 15-55) has been downloaded.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
January 15, 2015

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT**

Instructions to Proposers

**REQUEST FOR PROPOSAL (RFP) #15-55
VOICE OVER IP MIGRATION PROJECT**

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The *Chief Procurement Officer* has determined that in order to select the most advantageous proposal for a VOICE OVER IP MIGRATION PROJECT for the City of Newton (City) comparative judgments of technical factors, under M.G.L. c. 30B, §6 in addition to price, will be necessary.

While low price is an important factor in selecting the most advantageous service provider, it is also important that the City be able to consider (1) the proposer's experience in providing Voice Over IP (VoIP) solutions to government agencies and municipalities similar to Newton, (2) the proposer's qualifications and staffing, (3) the proposer's ability to deliver the hardware, support and services needed. The City's ability to weigh these factors is best achieved by procuring a VoIP solution through a Request For Proposals (RFP).

II. INSTRUCTIONS TO PROPOSERS

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than **11:00 a.m., January 29, 2015**.
- B. **A responsive proposal shall consist of two parts: (i) a Technical Proposal made up of one (1) original, and six (6) paper copies and (ii) one (1) paper copy of a Price Proposal. The Technical Proposal and the Price Proposal shall be submitted in separate sealed envelopes.**

In addition, a digital DVD copy of the technical proposal is requested, but not required.

The seven (7) copies of the TECHNICAL PROPOSAL and the one (1) PRICE PROPOSAL must be submitted in **SEPARATE SEALED ENVELOPES**.

Envelopes shall be marked:

"TECHNICAL PROPOSAL - RFP #15-55 "VOICE OVER IP MIGRATION PROJECT"

AND

"PRICE PROPOSAL - RFP #15-55 "VOICE OVER IP MIGRATION PROJECT"

along with your firm's name on both envelopes. If a Price Proposal is included in the Technical Proposal, the proposal may be rejected.

The Technical and Price Proposals shall be provided in the format specified in this RFP.

Where information is requested, proposals must provide it in the same order as requested in this RFP and identify the page number of the RFP that relates to the information response.

Faxed proposals will not be accepted.

- C. **QUESTIONS:** Inquiries involving procedural or technical matters must be received in writing, at least 72 hours prior to proposal submission to:
purchasing@newtonma.gov or facsimile (617) 796-1227
Nicholas Read, *Chief Procurement Officer*

All additional information shall be put into the form of an Addendum. Each addendum will be posted on the City's website under the document No. 15-55 and will be emailed to those listed on the Bidders' list as having received (picked-up or downloaded) the RFP.

If you have downloaded the RFP, please be sure to email us (purchasing@newtonma.gov) your Name, Address, Phone and Fax numbers and what RFP number you have downloaded.

ADDENDA: Proposer shall acknowledge any/all addendum(s) on the first line of their Transmittal Sheet of its Technical Proposal, as well as on the designated line provided in the Price Proposal.

D. EXAMINATION OF DOCUMENTS: Each proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

E. TIMELINE:

RFP Released	: Thursday, January 15, 2015 at 10:00 a.m.
Questions submitted	: Friday, January 23, 2015 at 12:00 noon
Addenda w/Answers	: Monday, January 26, 2015 at 3:00 p.m.
Proposal Submittal	: Thursday, January 29, 2015 at 11:00 a.m.

F. PROPOSAL FORMAT: All proposals shall follow the order of this RFP. All proposals shall have a table of contents denoting, for each item, which page it can be located on. All proposals shall have footers with page numbers.

III. EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. Following the deadline for receipt, the *Chief Procurement Officer* will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

The Technical Proposals shall be evaluated by an Evaluation Committee; the Evaluators shall prepare their evaluations based on the criteria contained herein.

Any proposer submitting a proposal must satisfy all the **Minimum Criteria, below**. **Proposals that do not demonstrate compliance with the Minimum Criteria shall be rejected as non-responsive. All proposals not rejected as non-responsive shall be evaluated based on the fifteen (15) Comparative Criteria below.**

The City of Newton reserves the right to waive any minor informalities in any or all RFPs, or to reject any or all RFPs, if it be in the public interest to do so. The City reserves the right to request site visits and demonstrations of existing vendor operations.

Upon completion of the evaluation of the responsive Technical Proposals, the *Chief Procurement Officer* will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration the technical and price proposals. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

IV. PROPRIETARY SPECIFICATIONS

The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.

The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

RULE FOR AWARD

The most advantageous proposer will be selected based on (1) Minimum Criteria, (2) Comparative Criteria as applied to the information provided by a proposer in its Technical Proposals and (3) price.

The purpose of this RFP is to seek proposals to

- Migrate the City phone system department by department to a Mitel Voice Over IP system;
- To migrate our current voice mail to our existing VMware system using Mitel NuPoint software;
- To train staff and administrators in the use of the new system;
- To support and assist in maintenance of the new system for the duration of the contract.

MINIMUM CRITERIA

Any proposer submitting a proposal for the VOICE OVER IP MIGRATION PROJECT must satisfy all the **Minimum Criteria**.

Proposals that do not demonstrate compliance with the Minimum Criteria will not be further considered.

The Minimum Criteria are as follows:

1. Completed Evaluation Criteria Comparison Form
2. Completed Bidder's Qualifications And References Form
3. Completed Certificate of Tax Compliance
4. Completed Certificate of Non-Collusion
5. Completed Debarment Letter
6. Completed IRS Form W-9
7. Proposer shall have a minimum of five (5) years' experience supporting VMWare.
8. Proposer has installed at least five (5) instances of the virtual Mitel Communications Director (vMCDs).
9. Proposer has installed a system integrating new Mitel virtual voice mail with older Mitel 2000 series equipment.
10. Proposer has provided references from at least twelve (12) Massachusetts cities, towns or agencies.
11. Proposer has provided evidence of experience with SIP installation and support.
12. Proposer certifies that it will not sub-contract any part of this project, nor will it depend upon third parties for access to, or assistance with the sale of equipment.
13. Proposer has provided evidence of extensive experience integrating Active Directory into Mitel VoIP systems.
14. Proposer has provided evidence of extensive experience installing systems that span multiple locations.
15. Vendor is an exclusive Mitel reseller.

To the extent that a Minimum Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

COMPARATIVE EVALUATION CRITERIA

The evaluation of each proposal for the VOICE OVER IP MIGRATION PROJECT will be based upon the “Comparative Evaluation Criteria” described in this section. The following scale will be used to rate each evaluation criterion, as well as to determine a composite rating of each proposal:

“Highly Advantageous”
“Advantageous”
“Not Advantageous”
“Unacceptable”

An “Unacceptable” rating in any one of the criteria will eliminate a proposal from further consideration.

EVALUATION CRITERIA

Proposals from contractors who meet or exceed the minimum criteria will be evaluated and rated on the basis of the following comparative criteria. The city reserves the right to ask any respondent to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

1. EXPERIENCE WITH MUNICIPALITIES IN THE COMMONWEALTH OF MASSACHUSETTS:

HA	Vendor has greater than five (5) years’ experience in the installation, training and support of Mitel VoIP phone systems in the Commonwealth of Massachusetts.
A	Vendor has greater than three (3) years’ experience in the installation, training and support of Mitel VoIP phone systems in the Commonwealth of Massachusetts.
NA	Vendor has three (3) or fewer years’ experience in the installation, training and support of Mitel VoIP phone systems in the Commonwealth of Massachusetts.
U	Vendor has no previous experience in the installation, training and support of Mitel VoIP phone systems in the Commonwealth of Massachusetts.

2. RESPONSE TIME FOR SUPPORT:

HA	Vendor guarantees less than a two (2) hour response time for support of the phone system and software.
A	Vendor guarantees less than a four (4) hour response time for support of the phone system and software.
NA	Vendor guarantees same day response time for support of the phone system and software.
U	Vendor guarantees next day or longer response time for support of the phone system and software.

3. PHONE SUPPORT:

HA	Vendor guarantees at least 24 x 7 live phone support (not using an auto-attendant)
A	Vendor guarantees at least 13 x 7 live phone support (not using an auto-attendant)
NA	Vendor guarantees at least 24x7 Or 13 x7 live phone support (using an auto-attendant) or 9 x 5 live phone support (using or not using an auto-attendant)
U	Vendor does not guarantee live phone support

4. INSTALLATION AND SUPPORT:

HA	Vendor has installed a VoIP phone system with over 2000 phones.
A	Vendor has installed a VoIP phone system with over 1000 phones.
NA	Vendor has installed a VoIP phone system with over 500 phones.
U	Vendor has installed a VoIP phone system with over 100 phones.

5. MULTI-SITE INSTALLATION AND SUPPORT:

HA	Vendor has installed a VoIP phone system in a single project in at least 15 separate buildings.
A	Vendor has installed a VoIP phone system in a single project in at least 10 separate buildings.
NA	Vendor has installed a VoIP phone system in a single project in at least 5 separate buildings.
U	Vendor has installed a VoIP phone system in a single project in at least 2 separate buildings.

6. ADMINISTRATION AND END-USER TRAINING:

HA	All training for both groups will be done at the convenience of the City, on City premises.
A	Training will be done via WebEx.
NA	Training is not included as part of the implementation.
U	Training is not available.

VOICE OVER IP MIGRATION PROJECT

SCOPE OF SERVICES

Overview

Proposals submission must, at minimum, be able to provide all services/deliverables and meet all timelines stated below:

Overview of the Project: Replace Phones and Voice Mail

The City of Newton has an extensive network of Mitel SX2000 and is seeking a graceful migration to VoIP over the course of the next 3 to 5 years. The Mitel SX2000 has been manufacturer discontinued for many years, spare parts are scarce and the core software is five (5) generations behind.

The goals of the project are to migrate one department at a time to VoIP, addressing our need for Unified Communications, Mobility, future SIP Trunks, and Centralized Services along with a sound plan for Business Continuity.

The ideal solution will integrate into the City's network along with increased reliability while leveraging our investments in VMware. The City requires a single point of contact and will not favorably review any RFP that includes participation or reliance upon a third party agency to supply any manner of support, maintenance or equipment.

The City would also like to upgrade the existing Mitel Voice Mail to a manufacturer supported product (virtual NuPoint) with full support and integration with Unified Messaging. This existing voicemail has approx. 4,000 voicemail boxes and Auto-Attendant to support the City. We expect all new voicemail boxes and Auto-Attendants in the new virtual NuPoint system.

Additionally the City would like to add desktop Unified Communications (UC) to improve internal productivity and collaboration along with a means for video calls for geographically dispersed staff. This would include integration with our existing UC Voice Mail server at the Education Center (100 Walnut Street, Newton).

The City uses Active Directory to control accounts and access and wants this to work seamlessly with UC.

The City fully expects the vendor to integrate the VoIP system with our Office 365 Exchange e-mail system.

Enhance 911 services must work correctly; the vendor will provide a solution that ensures unhindered performance in a non-proprietary manner.

It is envisioned that the UC video component will be helpful across the City.

Not including the educational side of Newton, there are approximately 20 locations with City phones. Please see appendix for breakdown. All sites are connected by city fiber at gigabit Ethernet speeds.

As we expect the cost of this entire project to exceed our annual budget, this RFP looks to upgrade portions of our phone system, essentially one or two departments at a time. Departments within City Hall and the Newton Free Library are our first objectives, and we expect to branch out to our Public Safety, Parks & Recreation, Public Buildings and Public Works locations in following years.

This upgrade must preserve the existing phone system for all departments not being converted.

The City would like to lock in equipment, service and training rates for the next year. The City would also like the option to renew this single year contract for two (2) additional one year contracts.

In our first year, the City proposes to replace our voice mail system and update the phones in the Treasury Department and the Mayor's Offices. Based upon additional funding, we would consider following up with added departments.

The next section details the equipment, software and licensing we anticipate for the initial phase of this project.

The core of the enterprise system proposal will be centered on the Mitel MiVoice Business as a Virtual Appliance and MiCollab software deployed in our VMware core. The design consists of a single Mitel Virtual Appliance, MiCollab with Audio Web Conferencing and NuPoint Messenger, Unified Communicator Advanced (UCA).

The project will consist of an instance in the City Hall Data Center with two (2) MXe III Redundant Trunk Gateways for T-1 to connect into the City's SX2000 network.

Users will be provisioned with Model 5330e Backlit Self-Labeling endpoints which have 33 Programmable keys, 10 fixed feature keys, Headset Jack and full Duplex speakerphone and connect at gigabit speed to our network.

The point of contact will be the Municipal Information Technology Department.

Work performed after normal business hours will not justify additions to the cost of the project. It is expected that some parts of this project will need to be done before 8am and/or after 5:30 pm.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
TECHNICAL PROPOSAL #15-55

To be submitted in an envelope marked as follows:

Technical Proposal – VOICE OVER IP MIGRATION PROJECT RFP #15-55

Respondent's Name _____
Name of Individual or Company making Proposal

Technical Proposals shall be submitted in the following format.
The Technical Proposal shall be in the following format:

Section 1: Executive Summary

Provide a management overview of the proposed system. This is intended to be high level in nature and address such general items of interest as scope of services, experience with the hardware and software proposed, a plan for keeping the existing systems up and running, practices to avoid down time, training for administration and end users, as well as other items that will allow the evaluation personnel to fully understand the proposal.

Section 2: System Description

Provide as much detail as possible to describe the important features of the proposal in terms of meeting the overall and specific requirements. It should contain the following at a minimum:

- ☐ Complete description of the proposed approach to the City's requirements.
- ☐ A statement detailing the ability to implement the equipment, software and licenses described to accomplish the project.
- ☐ Description of the vendor's experience in migrating portions of a system to VoIP while preserving full functionality of the old system.
- ☐ A demonstration of comprehension that our existing physical voice mail server can be moved into a Virtual environment running Mitel vNuPoint software.

Section 3: Management and Implementation Plan

Detail the management plan for providing the services, system components and procedures for meeting the requirements of the RFP including all major milestones into a realistic detailed work breakdown structure for all major phases of the project.

Section 4: Exceptions, Alternatives, and Options

The City encourages the vendor to adhere to our requirements for hardware, software and licensing.

Any false or misleading information will be subject to immediate disqualification of the respondent's proposal.

Additional Documentation

The following documents must be submitted with the Technical Proposal:

- o Bidder's Qualifications and References Form, 2 pages
- o Certificate of Non-Collusion, 1 page
- o Certification of Tax Compliance, 1 page
- o Item Sheets, 2 pages
- o Debarment Letter, 1 page
- o IRS Form W-9, 1 page

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
PRICE PROPOSAL #15-55

A. The undersigned proposes to furnish all supplies accordance with the Project Manual prepared by the City entitled:

VOICE OVER IP MIGRATION PROJECT

B. This bid includes addenda number(s) _____, _____, _____, _____,

C. The contract price(s) shall be the Total Annual Cost Of Services described in the RFP and itemised below, which shall remain in effect for the first year of the contract and for any and all extension terms.

PHASE ONE: Voice Mail and Two (2) Departments Upgraded

Est Qty*	Description	Individual Cost	Total Cost
SYSTEM CORE SOFTWARE and HARDWARE			
1	Virtual MCD server licenses		
1	Enterprise Licensing		
1	Virtual MiCollab		
1	Virtual Mitel Border Gateway (MBG)		

Mitel 3300 MXe III Standard

1	MXe III Controller		
1	MXe III Controller Media Gateway		
2	MXe III Expansion Kit		
2	Redundant Power Supplies		
2	RAID Assembly		
5	Digital Link Module		
1	ASU II		
1	4 x 12 Combo Card		

NEW ENDPOINTS

40	Model 5330e 33 BTN Self-Label Backlit Display, Speakerphone. Gigabit. All Virtual Applications installed on Customer Provider VMware		
1	vMCD		
1	vMAS		
1	vNuPoint		

ENDPOINT APPLICATION LICENSES:

40	Multi Device Twinning (User can access up to 8 devices with one license, including desk phone, mobile phone, PC-based softphone, or tablet)		
1	System Wide Hot Desk Users (Ability to log into any phone)		
1	System Wide User Web Portal		

MiVOICE BUSINESS SYSTEM LICENSING

1	Enterprise Software		
40	User Licenses		
1	IP Networking		
1	Rel. 7.x Software or most current		

vNuPoint

48	Channels		
1	Unlimited Voice Mail Boxes		
1	Unified Messaging SMTP (Voice Mail to Email)		

vMAS MiCOLLAB (UNIFIED COMMUNICATIONS UCA)

40	UCA Advanced Desktop Client: MiCollab client (UC Advanced) PC – based desk phone client and softphone client, with video calling, and advanced features; Telephony Presence, Advanced IM & Presence, Click to Dial		
1	(12) Channels Audio, Web Video Conferencing including Remote Control, Whiteboarding, Polling, File Sharing		

SYSTEM MANAGEMENT:

1	System Management Software Kit –LAN/WAN Based		
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PHASE TWO: DEPARTMENT UPGRADES**NEW ENDPOINTS**

30	Model 5330e 33 BTN Self-Label Backlit Display, Speakerphone. Gigabit. All Virtual Applications installed on Customer Provider VMware		
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ENDPOINT APPLICATION LICENSES:

30	Multi Device Twinning (User can access up to 8 devices with one license, including desk phone, mobile phone, PC-based softphone, or tablet)		
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MiVOICE BUSINESS SYSTEM LICENSING

30	User Licenses		
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vMAS MiCOLLAB (UNIFIED COMMUNICATIONS UCA)

30	UCA Advanced Desktop Client: MiCollab client (UC Advanced) PC – based desk phone client and softphone client, with video calling, and advanced features; Telephony Presence, Advanced IM & Presence, Click to Dial		
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GRAND TOTAL	
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*The estimated quantities shown here are based solely upon a reasonable assessment of anticipated needs, thus the Contractor is advised that the actual quantities may vary substantially as field conditions, monetary issues stemming from cost adjustments, and/or a change in the scheduling of work may necessitate.

TOTAL ANNUAL COST OF SERVICES (Grand Total) \$ _____

(Written Word)

IMPORTANT: Award will be made to the most advantageous proposer taking into consideration the price and non-price proposals

COMPANY NAME _____

- D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

- E. The undersigned agrees that, if selected as Vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public

contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Proposer)
BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)
_____/_____
(Telephone) (FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name:_____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.


(Signature of individual)

Name of Business

City of Newton



Mayor
Setti D. Warren

PURCHASING DEPARTMENT
NICHOLAS READ  **CHIEF PROCUREMENT OFFICER**
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Request For Proposal #15-55

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

III. Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

X Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT A: CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

City - Contractor Agreement C -

VOICE OVER IP MIGRATION PROJECT

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C- _____

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Fifteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

VOICE OVER IP MIGRATION PROJECT

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request For Proposals #15-55 (RFP) issued by the Purchasing Department;
- c. The Project Manual for **VOICE OVER IP MIGRATION PROJECT** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____;
- e. The Proposal of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- IV. CONTRACT TERM.** The City's voice over IP communication system shall be upgraded in one or more phases as opportunity and funds allow. The initial term of the contract shall coincide with the first phase and shall extend for one (1) year from the date of contract execution. The City shall have the option, at its sole discretion, to renew the contract for two (2) additional phases with terms of one (1) year each, with no change in the contract price or terms and conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.
- V. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XIV. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____

By _____

Chief Procurement Officer

Print Name _____

Date _____

Title _____

Date _____

By _____

Information Technology Director

Affix Corporate Seal Here

Date _____

City funds are available in the following accounts:

0111103-58512 -

0111102-585111 -

Approved as to Legal Form and Character

I further certify that the Mayor, or his designee, is authorized to execute contracts and approve change orders

By _____

Associate City Solicitor

By _____

Comptroller of Accounts

Date _____

Date _____

CONTRACT AND BONDS APPROVED

By _____

Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____
(Signature of **Clerk or Secretary**)*
AFFIX CORPORATE
SEAL HERE
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

END OF SECTION

ATTACHMENT – B

Municipal Buildings Potentially Involved in VoIP Migration Project

Count	Site Name	Site Address	Est Phones
1	Building Department	52 Elliot Street	12
2	City Hall - HUB	1000 Commonwealth Ave.	200
3	Crafts Street Garage	110 Crafts Street	12
4	Crystal Lake Boathouse	Lake St	0
5	Elliot Street Garage	74 Elliot Street	18
6	Fire Headquarters	1164 Centre Street	24
7	Fire Station # 1	241 Church Street	6
8	Fire Station # 2	1750 Commonwealth Ave.	6
9	Fire Station # 3	31 Willow Street	6
10	Fire Station # 4	195 Crafts Street	6
11	Fire Station # 7	144 Elliot Street	6
12	Fire Station # 10	755 Dedham Street	6
13	Gath Pool	Albemarle Rd	0
14	Jackson Homestead	527 Washington Street	10
15	Police Annex	25 Chestnut Street	24
16	Police Garage	1321 Washington St (Rear)	4
17	Police Headquarters Recreation	1321 Washington Street	36
18	Headquarters	Vernon Street	20
20	Senior Center	345 Walnut Street	10
			406